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10 **EXHIBIT C**
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Attorneys for Defendant, MICHAEL TUCKER

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
 FOR THE COUNTY OF IMPERIAL - EL CENTRO**

KIMBERLEY ALEKSICK, et al.,)	CASE NO. ECU 03615
)	
Plaintiffs,)	DEFENDANT MICHAEL TUCKER'S
)	RESPONSES TO PLAINTIFF'S REQUEST
v.)	FOR ADMISSIONS
)	(SET ONE)
)	
7-ELEVEN, INC., et al.,)	
)	
)	
Defendants.)	
)	
)	

PROPOUNDING PARTY: Plaintiff, KIMBERLY ALEKSICK
 RESPONDING PARTY: Defendant, MICHAEL TUCKER
 SET NO.: ONE

Pursuant to California Code of Civil Procedure § 2033.210, Defendant MICHAEL TUCKER ("DEFENDANT" or "Responding Party") hereby makes the following responses and objections to Plaintiff's requests for admissions without prejudice to further discovery.

Each of the following responses and objections are made solely for this action. Each response is subject to all objections as to competence, relevance, materiality, propriety, and admissibility and any and all objections and grounds that would require the exclusion of any statement herein if the admissions were asked of, or any statement or admission contained herein were made by, a witness present and testifying in court, all of which objections and

1 grounds are reserved and may be interposed at the time of trial.

2 The following responses are based upon information presently available to Responding
3 Party and except for explicit facts admitted herein, no incidental or implied admissions are
4 intended. The fact that Responding Party has answered part or all of a request is not intended
5 and shall not be construed to be a waiver by Responding Party of all or any part of any
6 objection to any request.

7 To the extent any or all of the call for information that constitutes information or material
8 prepared in anticipation of litigation, or for trial, or information or material covered by the work
9 product doctrine, or that constitutes information which is privileged by virtue of the attorney-
10 client privilege, Responding Party objects to each and every such request and thus will not
11 supply or render any information or material protected from discovery by virtue of the work
12 product doctrine or attorney-client privilege.

13 To the extent that these requests assume facts that have not been established or not
14 known to this Responding Party, Responding Party objects.

15 These introductory comments shall apply to each and every response or objection given
16 herein and shall be incorporated by reference as though fully set forth in all the responses
17 appearing in the following answers.

18 **RESPONSES TO REQUEST FOR ADMISSIONS**

19 **Request for Admission No. 1.:**

20 Please admit YOU EMPLOYED Plaintiff. (For purposes of these Requests for Admissions,
21 YOU or YOUR means Defendant MICHAEL TUCKER, and anyone acting on his behalf
22 including, but not limited to, his agents, employees, attorneys, accountants, franchisees,
23 investigators, partners, co-defendants, and/or representatives; EMPLOY, and any variation
24 thereof, means to hire someone, other than an INDEPENDENT CONTRACTOR, for purposes
25 of providing services requested by or on behalf of an employer; and INDEPENDENT
26 CONTRACTOR means one, other than an EMPLOYEE, who is hired to undertake a specific
27 project but who is left free to do the assigned work and to choose the method for accomplishing
28 it; EMPLOYEE means one who is hired to perform services for or an (sic) behalf of an employer,

1 other than as an INDEPENDENT CONTRACTOR, in exchange for compensation.)

2 **Response to Request for Admission No. 1:**

3 Objection, vague and overly broad as to time. Without waiving said objection,
4 Responding Party responds: Admitted.

5 **Request for Admission No. 2.:**

6 Please admit that YOU EMPLOYED Plaintiff from in or about July 2005 until February
7 20, 2007.

8 **Response to Request for Admission No. 2:**

9 Denied.

10 **Request for Admission No. 3.:**

11 Please admit that YOU TERMINATED Plaintiff's EMPLOYMENT. (For purposes of these
12 Requests for Admissions, TERMINATE, TERMINATED and TERMINATING means to actually
13 or constructively end an EMPLOYMENT and includes a discharge, firing, or layoff;
14 EMPLOYMENT means a relationship in which an employee provides services requested by or
15 on behalf of an employer, other than an INDEPENDENT CONTRACTOR relationship, in
16 exchange for compensation.)

17 **Response to Request for Admission No. 3:**

18 Admitted.

19 **Request for Admission No. 4.:**

20 Please admit that YOU TERMINATED Plaintiff's EMPLOYMENT on February 20, 2007.

21 **Response to Request for Admission No. 4:**

22 Admitted.

23 **Request for Admission No. 5.:**

24 Please admit that Plaintiff did not RESIGN from her EMPLOYMENT with YOU. (For
25 purposes of these Requests for Admissions, RESIGN means, quit, leave, and/or voluntarily give
26 up a job.)

27 **Response to Request for Admission No. 5:**

28 Denied.

Request for Admission No. 6.:

Please admit that throughout Plaintiff's EMPLOYMENT with YOU, Plaintiff was not an INDEPENDENT CONTRACTOR.

Response to Request for Admission No. 6:

Admitted.

Request for Admission No. 7.:

Please admit that Plaintiff's job performance was SATISFACTORY throughout her EMPLOYMENT with YOU. (For purposes of these Requests for Admissions, SATISFACTORY means sufficient or acceptable.)

Response to Request for Admission No. 7:

Denied.

Request for Admission No. 8.:

Please admit YOU denied Plaintiff RELIEVED MEAL PERIODS during the year 2005. (For purposes of these Requests for Admissions, RELIEVED means to alleviate from all duty; MEAL PERIODS means the thirty (30) minute time period legally set aside for YOUR employees to eat and drink, and in which they are RELIEVED from all duty to perform work, as set forth by the California Labor Code and California Industrial Welfare Commission.)

Response to Request for Admission No. 8:

Denied.

Request for Admission No. 9.:

Please admit YOU denied Plaintiff RELIEVED MEAL PERIODS during the year 2006.

Response to Request for Admission No. 9:

Denied.

Request for Admission No. 10.:

Please admit YOU denied Plaintiff RELIEVED MEAL PERIODS during the year 2007.

Response to Request for Admission No. 10:

Denied.

Request for Admission No. 11.:

1 Please admit YOU denied Plaintiff RELIEVED REST PERIODS during the year 2005. (For
2 purposes of these Requests for Admissions, REST PERIODS means the ten (10) minute break
3 legally set aside for YOUR employees not to work after four (4) hours of work or a major
4 fraction thereof, as fully set forth by the California Labor Code and California Industrial Welfare
5 Commission.)

6 **Response to Request for Admission No. 11:**

7 Denied.

8 **Request for Admission No. 12.:**

9 Please admit YOU denied Plaintiff RELIEVED REST PERIODS during the year 2006.

10 **Response to Request for Admission No. 12:**

11 Denied.

12 **Request for Admission No. 13.:**

13 Please admit YOU denied Plaintiff RELIEVED REST PERIODS during the year 2007.

14 **Response to Request for Admission No. 13:**

15 Denied.

16 **Request for Admission No. 14.:**

17 Please admit YOU did not RETAIN any RECORDS showing that Plaintiff took a MEAL
18 PERIOD during the year 2005. (For purposes of these Requests for Admissions, RETAIN means
19 to keep, maintain, and/or possess for future use; RECORDS means a written or documented
20 representation of an event.)

21 **Response to Request for Admission No. 14:**

22 Denied.

Request for Admission No. 15.:

Please admit YOU did not RETAIN any RECORDS showing that Plaintiff took a MEAL PERIOD during the year 2006.

Response to Request for Admission No. 15:

Denied.

Request for Admission No. 16.:

Please admit YOU did not RETAIN any RECORDS showing that Plaintiff took a MEAL PERIOD during the year 2007.

Response to Request for Admission No. 16:

Denied.

Request for Admission No. 17.:

Please admit YOU did not RETAIN any of Plaintiff's TIME RECORDS showing each WORK PERIOD during the year 2005. (For purposes of these Requests for Admissions, TIME RECORDS means any written or documented representation of the period(s) in which YOUR employees were under YOUR supervision and control, including all DOCUMENTS mandated by Title 8, California Code of Regulations 11010, et seq.; WORK PERIOD means the daily time that each employee was under YOUR supervision and control, starting with the time they begin the daily assignment until the time they end the daily assignment, as mandated by Title 8, California Code of Regulations 11010, et seq.)

Response to Request for Admission No. 17:

Denied.

Request for Admission No. 18.:

Please admit YOU did not RETAIN any of Plaintiff's TIME RECORDS showing each WORK PERIOD during the year 2006.

Response to Request for Admission No. 18:

Denied.

Request for Admission No. 19.:

Please admit YOU did not RETAIN any of Plaintiff's TIME RECORDS showing each WORK PERIOD during the year 2007.

Response to Request for Admission No. 19:

Denied.

Request for Admission No. 20.:

Please admit YOU did not RETAIN any of YOUR EMPLOYEES' TIME RECORDS showing each WORK PERIOD during the year 2005. (For purposes of these Requests for Admissions, EMPLOYEE means someone, other than an independent contractor, who provides services requested by or on behalf of an employer, in exchange for compensation.)

Response to Request for Admission No. 20:

Objection; overly broad and premature in that this matter has not been certified as a class action and in that a representative action is not appropriate. Without waiving the foregoing objections, Responding Party responds: Denied.

Request for Admission No. 21.:

Please admit YOU did not RETAIN any of YOUR EMPLOYEES' TIME RECORDS showing each WORK PERIOD during the year 2006.

Response to Request for Admission No. 21:

Objection; overly broad and premature in that this matter has not been certified as a class action and in that a representative action is not appropriate. Without waiving the foregoing objections, Responding Party responds: Denied.

Request for Admission No. 22.:

Please admit YOU did not RETAIN any of YOUR EMPLOYEES' TIME RECORDS showing each WORK PERIOD during the year 2007.

1 **Response to Request for Admission No. 22:**

2 Objection; overly broad and premature in that this matter has not been certified as a
3 class action and in that a representative action is not appropriate. Without waiving the
4 foregoing objections, Responding Party responds: Denied.

5 **Request for Admission No. 23.:**

6 Please admit that Plaintiff worked OVERTIME for YOU in 2005. (For purposes of these
7 Requests for Admissions, OVERTIME means the work performed by an EMPLOYEE in excess
8 of eight (8) hours in one day, and/or forty (40) hours in one work week.)

9 **Response to Request for Admission No. 23:**

10 Denied.

11 **Request for Admission No. 24.:**

12 Please admit that Plaintiff worked OVERTIME for YOU in 2006.

13 **Response to Request for Admission No. 24:**

14 Admitted.

15 **Request for Admission No. 25.:**

16 Please admit that Plaintiff worked OVERTIME for YOU in 2007.

17 **Response to Request for Admission No. 25:**

18 Denied.

19 **Request for Admission No. 26.:**

20 Please admit that YOU failed to pay Plaintiff OVERTIME COMPENSATION in 2005.
21 (For purposes of these Requests for Admissions, OVERTIME COMPENSATION means the
22 monetary payment provided by an employer to his/her employees in exchange for any work
23 in excess of 8 hours in one day and/or 40 hours in one work week as fully set forth by the
24 California Labor Code and the California Industrial Welfare Commission.)

25 **Response to Request for Admission No. 26:**

26 Objection to the phrase "failed to pay" to the extent that it implies that Plaintiff worked
27 OVERTIME and was entitled to OVERTIME COMPENSATION. Interpreting the phrase to mean
28 an intentional decision not to compensate Plaintiff for OVERTIME at the rate required by law,

1 Responding Party responds: Denied.

2 **Request for Admission No. 27:**

3 Please admit that YOU failed to pay Plaintiff OVERTIME COMPENSATION in 2006.

4 **Response to Request for Admission No. 27:**

5 Objection to the phrase "failed to pay" to the extent that it implies that Plaintiff worked
6 OVERTIME and was entitled to OVERTIME COMPENSATION. Interpreting the phrase to mean
7 an intentional decision not to compensate Plaintiff for OVERTIME at the rate required by law,

8 Responding Party responds: Denied.

9 **Request for Admission No. 28:**

10 Please admit that YOU failed to pay Plaintiff OVERTIME COMPENSATION in 2007.

11 **Response to Request for Admission No. 28:**

12 Objection to the phrase "failed to pay" to the extent that it implies that Plaintiff worked
13 OVERTIME and was entitled to OVERTIME COMPENSATION. Interpreting the phrase to mean
14 an intentional decision not to compensate Plaintiff for OVERTIME at the rate required by law,

15 Responding Party responds: Denied.

16 **Request for Admission No. 29:**

17 Please admit that YOU did not PROVIDE REIMBURSEMENT to YOUR SALES
18 ASSOCIATES for purchasing their work UNIFORMS from YOU during the year 2003. (For
19 purposes of these Request for Admissions, PROVIDE REIMBURSEMENT means pay YOUR
20 EMPLOYEES back for expenses they incurred as a direct result of their job duties with YOU;
21 UNIFORM means the distinctive clothing worn by YOUR SALES ASSOCIATES so as to be
22 recognized by others as YOUR SALES ASSOCIATES; SALES ASSOCIATE(S) refers to Plaintiff's
23 job title with YOU at the time her employment was terminated, and/or any other of YOUR
24 California EMPLOYEES who possessed the same job title at any time period between the year
25 2003 and the present time.)

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27 **Response to Request for Admission No. 29:**

28 Denied.

1 **Request for Admission No. 30.:**

2 Please admit that YOU did not PROVIDE REIMBURSEMENT to YOUR SALES
3 ASSOCIATES for purchasing their work UNIFORMS from YOU during the year 2004.

4 **Response to Request for Admission No. 30:**

5 Denied.

6 **Request for Admission No. 31.:**

7 Please admit that YOU did not PROVIDE REIMBURSEMENT to YOUR SALES
8 ASSOCIATES for purchasing their work UNIFORMS from YOU during the year 2005.

9 **Response to Request for Admission No. 31:**

10 Denied.

11 **Request for Admission No. 32.:**

12 Please admit that YOU did not PROVIDE REIMBURSEMENT to YOUR SALES
13 ASSOCIATES for purchasing their work UNIFORMS from YOU during the year 2006.

14 **Response to Request for Admission No. 32:**

15 Denied.

16 **Request for Admission No. 33.:**

17 Please admit that YOU did not PROVIDE REIMBURSEMENT to YOUR SALES
18 ASSOCIATES for purchasing their work UNIFORMS from YOU during the year 2007.

19 **Response to Request for Admission No. 33:**

20 Denied.

21 **Request for Admission No. 34.:**

22 Please admit that YOU did not PROVIDE YOUR SALES ASSOCIATES with
23 STATUTORILY COMPLIANT PAY-STUBS during the year 2003. (For purposes of these Request
24 for Admissions, PROVIDE means to give, issue, or otherwise make available; STATUTORILY
25 COMPLIANT PAY-STUBS means DOCUMENTS provided either as a detachable part of the
26 check, draft, or voucher paying the employee's wages, or separately when wages are paid by
27 personal check or cash, an accurate itemized statement in writing showing (1) gross wages
28 earned, (2) total hours worked by the employee, (3) the number of piece rate units earned and

1 any applicable piece rate if the employee is paid on a piece rate basis, (4) all deductions, (5)
 2 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
 3 name of the employee and his or her social security number, (8) the name and address of the
 4 legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
 5 period and the corresponding number of hours worked at each hourly rate by the employee,
 6 as fully set forth in California Labor Code section 226; DOCUMENT(S) means a writing, as
 7 defined in Evidence Code Section 250, and includes the original or a copy of handwriting,
 8 typewriting, printing, photostating, photographing, and every other means of recording upon
 9 any tangible thing and form of communicating or representation, including letters, words,
 10 pictures, sounds, or symbols, or combinations of them.)

11 **Response to Request for Admission No. 34:**

12 Denied.

13 **Request for Admission No. 35.:**

14 Please admit that YOU did not PROVIDE YOUR SALES ASSOCIATES with
 15 STATUTORILY COMPLIANT PAY-STUBS during the year 2004.

16 **Response to Request for Admission No. 35:**

17 Denied.

18 **Request for Admission No. 36.:**

19 Please admit that YOU did not PROVIDE YOUR SALES ASSOCIATES with
 20 STATUTORILY COMPLIANT PAY-STUBS during the year 2005.

21 **Response to Request for Admission No. 36:**

22 Denied.

23 **Request for Admission No. 37.:**

24 Please admit that YOU did not PROVIDE YOUR SALES ASSOCIATES with
 25 STATUTORILY COMPLIANT PAY-STUBS during the year 2006.

26 **Response to Request for Admission No. 37:**

27 Denied.

28 **Request for Admission No. 38.:**

1 Please admit that YOU did not PROVIDE YOUR SALES ASSOCIATES with
2 STATUTORILY COMPLIANT PAY-STUBS during the year 2007.

3 **Response to Request for Admission No. 38:**

4 Denied.

5 **Request for Admission No. 39.:**

6 Please admit that, on May 18, 2006, Plaintiff's MEAL PERIOD totaled only nine (9)
7 minutes.

8 **Response to Request for Admission No. 39:**

9 Denied.

10 **Request for Admission No. 40.:**

11 Please admit that Plaintiff did not receive a PAYMENT for her MISSED MEAL PERIOD
12 on Thursday, May 18, 2006. (For purposes of these Requests for Admissions, MISSED
13 RELIEVED MEAL PERIOD means those occasions in which YOUR EMPLOYEES were not
14 provided, or did not experience, a period of time not less than thirty (30) minutes - during
15 which said EMPLOYEES did not perform any work for YOU - as required by California Labor
16 Code section 226.7 and Title 8 California Code of Regulations Section 11070, also referred to
17 as Industrial Welfare Commission Wage Order No. 7; and PAYMENT means the provision of
18 monetary compensation. In this specific set of Requests, PAYMENT shall mean the provision
19 of monetary compensation to YOUR EMPLOYEES resulting from YOUR failure to provide said
20 EMPLOYEES Relieved Meal and/or Rest Periods, and shall include all compensation as required
21 by Labor Code Section 226.7.)
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Response to Request for Admission No. 40:

Objection, this Request assumes that Plaintiff missed her meal period on May 18, 2006, which Responding Party denies. Notwithstanding and without waiving the foregoing objection, Responding Party responds: Admitted that Plaintiff did not receive compensation in addition to that earned based on the number of hours she worked on that day.

Request for Admission No. 41.:

Please admit that Defendant 7-ELEVEN, INC. ("7-ELEVEN") PROVIDED YOU RECORD KEEPING. (For purposes of these Requests for Admissions, PROVIDE, and any variation thereof, means to do a service or to make a service available; RECORD KEEPING means the operation of maintaining, providing, and overseeing the "PAYROLL" and "TIME RECORDS" of the Store Associates; "PAYROLL RECORDS" means documentation memorializing the compensation, deductions, and benefits applicable to Store Associates for a designated time period; and "TIME RECORDS" means any written or documented representation of the period(s) in which the Store Associate(s) were performing work, including all DOCUMENTS mandated by Title 8, California Code of Regulations section 11010, et seq. As a professional courtesy, and not meant as a definition, "RECORD KEEPING" or "RECORD KEEPER" is in reference to an internet advertising on the website www.7-eleven.com/franchising/, true and correct copies of which are attached hereto as Exhibit "A".)

Response to Request for Admission No. 41:

Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible and unanswerable. Notwithstanding and without waiving the foregoing objection, Responding Party responds: Admitted in part.

Request for Admission No. 42.:

Please admit that, during the year 2007, 7-ELEVEN, INC. PROVIDED YOU RECORD KEEPING.

Response to Request for Admission No. 42:

Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible and unanswerable. Notwithstanding and without waiving the foregoing objection, Responding Party responds: Admitted in part.

Request for Admission No. 43.:

Please admit that, during the year 2006, 7-ELEVEN, INC. PROVIDED YOU RECORD KEEPING.

Response to Request for Admission No. 43:

Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible and unanswerable. Notwithstanding and without waiving the foregoing objection, Responding Party responds: Admitted in part.

Request for Admission No. 44.:

Please admit that, during the year 2005, 7-ELEVEN, INC. PROVIDED YOU RECORD KEEPING.

Response to Request for Admission No. 44:

Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible and unanswerable. Notwithstanding and without waiving the foregoing objection, Responding Party responds: Admitted in part.

Request for Admission No. 45.:

Please admit that, during the year 2004, 7-ELEVEN, INC. PROVIDED YOU RECORD KEEPING.

Response to Request for Admission No. 45:

Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible and unanswerable. Objection; premature, irrelevant, and not likely to lead to the discovery of admissible evidence in that this matter has not been certified as a class action and Plaintiff did not work for Responding Party in 2004. Notwithstanding and without waiving the foregoing objection, Responding Party responds: Admitted in part.

Request for Admission No. 46.:

1 Please admit that, during the year 2003, 7-ELEVEN, INC. PROVIDED YOU RECORD
2 KEEPING.

3 **Response to Request for Admission No. 46:**

4 Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible
5 and unanswerable. Objection; premature, irrelevant, and not likely to lead to the discovery of
6 admissible evidence in that this matter has not been certified as a class action and Plaintiff did
7 not work for Responding Party in 2003. Notwithstanding and without waiving the foregoing
8 objection, Responding Party responds: Admitted in part.

9 **Request for Admission No. 47.:**

10 Please admit that, in 2007, 7-ELEVEN REQUIRED YOU to USE 7-ELEVEN as "RECORD
11 KEEPER." (For purposes of these Requests for Admissions, "REQUIRED" means obligated,
12 demanded, and/or requested; and "USE" means to utilize or employ for some purpose and/or
13 put into service.)

14 **Response to Request for Admission No. 47:**

15 Admitted.

16 **Request for Admission No. 48.:**

17 Please admit that, in 2006, 7-ELEVEN REQUIRED YOU to USE 7-ELEVEN as "RECORD
18 KEEPER."

19 **Response to Request for Admission No. 48:**

20 Admitted.

21 **Request for Admission No. 49.:**

22 Please admit that, in 2005, 7-ELEVEN REQUIRED YOU to USE 7-ELEVEN as "RECORD
23 KEEPER."

24 **Response to Request for Admission No. 49:**

25 Admitted.

Request for Admission No. 50.:

Please admit that, in 2004, 7-ELEVEN REQUIRED YOU to USE 7-ELEVEN as "RECORD KEEPER."

Response to Request for Admission No. 50:

Objection; premature, irrelevant, and not likely to lead to the discovery of admissible evidence in that this matter has not been certified as a class action and Plaintiff did not work for Responding Party in 2004. Notwithstanding and without waiving the foregoing objection, Responding Party responds: Admitted.

Request for Admission No. 51.:

Please admit that, in 2003, 7-ELEVEN REQUIRED YOU to USE 7-ELEVEN as "RECORD KEEPER."

Response to Request for Admission No. 51:

Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible and unanswerable. Objection; premature, irrelevant, and not likely to lead to the discovery of admissible evidence in that this matter has not been certified as a class action and Plaintiff did not work for Responding Party in 2003. Notwithstanding and without waiving the foregoing objection, Responding Party responds: Admitted.

Request for Admission No. 52.:

Please admit that 7-ELEVEN PROVIDED YOU BILL PAYING. (As a professional courtesy, and not meant as a definition, "BILL PAYING" is in reference to an internet advertising on the website: www/7-eleven.com/franchising/, true and correct copies of which are attached hereto as Exhibit "A".)

Response to Request for Admission No. 52:

Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible and unanswerable. Objection, vague and ambiguous as to time. Objection to the extent that it refers to the time before Plaintiff started her employment with Responding Party; premature, irrelevant, and not likely to lead to the discovery of admissible evidence in that this matter has not been certified as a class action. Notwithstanding and without waiving the foregoing

1 objections, Responding Party responds: Responding Party is unable to respond to this Request
2 in that "BILL PAYING" is insufficiently defined.

3 **Request for Admission No. 53:**

4 Please admit that 7-ELEVEN PROVIDED YOU BILL PAYING in 2007.

5 **Response to Request for Admission No. 53:**

6 Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible
7 and unanswerable. Notwithstanding and without waiving the foregoing objection, Responding
8 Party responds: Responding Party is unable to respond to this Request in that "BILL PAYING"
9 is insufficiently defined.

10 **Request for Admission No. 54:**

11 Please admit that 7-ELEVEN PROVIDED YOU BILL PAYING in 2006.

12 **Response to Request for Admission No. 54:**

13 Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible
14 and unanswerable. Notwithstanding and without waiving the foregoing objection, Responding
15 Party responds: Responding Party is unable to respond to this Request in that "BILL PAYING"
16 is insufficiently defined.

17 **Request for Admission No. 55:**

18 Please admit that 7-ELEVEN PROVIDED YOU BILL PAYING in 2005.

19 **Response to Request for Admission No. 55:**

20 Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible
21 and unanswerable. Notwithstanding and without waiving the foregoing objection, Responding
22 Party responds: Responding Party is unable to respond to this Request in that "BILL PAYING"
23 is insufficiently defined.

24 **Request for Admission No. 56:**

25 Please admit that 7-ELEVEN PROVIDED YOU BILL PAYING in 2004.

Response to Request for Admission No. 56:

Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible and unanswerable. Objection, vague and ambiguous as to time. Objection to the extent that it refers to the time before Plaintiff started her employment with Responding Party; premature, irrelevant, and not likely to lead to the discovery of admissible evidence in that this matter has not been certified as a class action. Notwithstanding and without waiving the foregoing objections, Responding Party responds: Responding Party is unable to respond to this Request in that "BILL PAYING" is insufficiently defined.

Request for Admission No. 57.:

Please admit that 7-ELEVEN PROVIDED YOU BILL PAYING in 2003.

Response to Request for Admission No. 57:

Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible and unanswerable. Objection, vague and ambiguous as to time. Objection to the extent that it refers to the time before Plaintiff started her employment with Responding Party; premature, irrelevant, and not likely to lead to the discovery of admissible evidence in that this matter has not been certified as a class action. Notwithstanding and without waiving the foregoing objections, Responding Party responds: Responding Party is unable to respond to this Request in that "BILL PAYING" is insufficiently defined.

Request for Admission No. 58.:

Please admit that, in 2007, 7-ELEVEN REQUIRED YOU to USE 7-ELEVEN for BILL PAYING.

Response to Request for Admission No. 58:

Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible and unanswerable. Notwithstanding and without waiving the foregoing objection, Responding Party responds: Responding Party is unable to respond to this Request in that "BILL PAYING" is insufficiently defined.

Request for Admission No. 59.:

Please admit that, in 2006, 7-ELEVEN REQUIRED YOU to USE 7-ELEVEN for BILL PAYING.

Response to Request for Admission No. 59:

Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible and unanswerable. Notwithstanding and without waiving the foregoing objection, Responding Party responds: Responding Party is unable to respond to this Request in that "BILL PAYING" is insufficiently defined.

Request for Admission No. 60.:

Please admit that, in 2005, 7-ELEVEN REQUIRED YOU to USE 7-ELEVEN for BILL PAYING.

Response to Request for Admission No. 60:

Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible and unanswerable. Notwithstanding and without waiving the foregoing objection, Responding Party responds: Responding Party is unable to respond to this Request in that "BILL PAYING" is insufficiently defined.

Request for Admission No. 61.:

Please admit that, in 2004, 7-ELEVEN REQUIRED YOU to USE 7-ELEVEN for BILL PAYING.

Response to Request for Admission No. 61:

Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible and unanswerable. Objection, vague and ambiguous as to time. Objection to the extent that it refers to the time before Plaintiff started her employment with Responding Party; premature, irrelevant, and not likely to lead to the discovery of admissible evidence in that this matter has not been certified as a class action. Notwithstanding and without waiving the foregoing objections, Responding Party responds: Responding Party is unable to respond to this Request in that "BILL PAYING" is insufficiently defined.

Request for Admission No. 62.:

1 Please admit that, in 2003, 7-ELEVEN REQUIRED YOU to USE 7-ELEVEN for BILL
2 PAYING.

3 **Response to Request for Admission No. 62:**

4 Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible
5 and unanswerable. Objection, vague and ambiguous as to time. Objection to the extent that
6 it refers to the time before Plaintiff started her employment with Responding Party; premature,
7 irrelevant, and not likely to lead to the discovery of admissible evidence in that this matter has
8 not been certified as a class action. Notwithstanding and without waiving the foregoing
9 objections, Responding Party responds: Responding Party is unable to respond to this Request
10 in that "BILL PAYING" is insufficiently defined.

11 **Request for Admission No. 63.:**

12 Please admit that 7-ELEVEN PROVIDES YOU "PAYROLL SERVICES." (For purposes of
13 these Requests for Admissions, PAYROLL SERVICES refers to providing and/or overseeing the
14 process of maintaining documentation memorializing the compensation, deductions and/or
15 benefits applicable to Store Associates for a designated time period. As a professional courtesy,
16 and not meant as a definition, "PAYROLL SERVICES" is in reference to an internet advertising
17 on the website: www.7-eleven.com/franchising/, true and correct copies of which are attached
18 hereto as Exhibit "A".)

19 **Response to Request for Admission No. 63:**

20 Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible
21 and unanswerable. Objection, vague and ambiguous as to time. Objection to the extent that
22 it refers to the time before Plaintiff started her employment with Responding Party; premature,
23 irrelevant, and not likely to lead to the discovery of admissible evidence in that this matter has
24 not been certified as a class action. Notwithstanding and without waiving the foregoing
25 objections, Responding Party responds: Admitted that 7-Eleven provides such services as
26 maintaining documentation, memorializing the compensation, deductions and/or benefits
27 applicable to Store Associates for a designated time period.

28 **Request for Admission No. 64.:**

1 Please admit that, in 2007, 7-ELEVEN PROVIDED YOU "PAYROLL SERVICES."

2 **Response to Request for Admission No. 64:**

3 Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible
4 and unanswerable. Notwithstanding and without waiving the foregoing objection, Responding
5 Party responds: Admitted that in 2007, 7-Eleven provides such services as maintaining
6 documentation, memorializing the compensation, deductions and/or benefits applicable to
7 Store Associates for a designated time period.

8 **Request for Admission No. 65.:**

9 Please admit that, in 2006, 7-ELEVEN PROVIDE YOU "PAYROLL SERVICES."

10 **Response to Request for Admission No. 65:**

11 Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible
12 and unanswerable. Notwithstanding and without waiving the foregoing objection, Responding
13 Party responds: Admitted that in 2006, 7-Eleven provided such services as maintaining
14 documentation, memorializing the compensation, deductions and/or benefits applicable to
15 Store Associates for a designated time period.

16 **Request for Admission No. 66.:**

17 Please admit that, in 2005, 7-ELEVEN PROVIDED YOU "PAYROLL SERVICES."

18 **Response to Request for Admission No. 66:**

19 Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible
20 and unanswerable. Notwithstanding and without waiving the foregoing objection, Responding
21 Party responds: Admitted that in 2005, 7-Eleven provides such services as maintaining
22 documentation, memorializing the compensation, deductions and/or benefits applicable to
23 Store Associates for a designated time period.

Request for Admission No. 67.:

Please admit that, in 2004, 7-ELEVEN PROVIDE YOU "PAYROLL SERVICES."

Response to Request for Admission No. 67:

Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible and unanswerable. Objection, vague and ambiguous as to time. Objection to the extent that it refers to the time before Plaintiff started her employment with Responding Party; premature, irrelevant, and not likely to lead to the discovery of admissible evidence in that this matter has not been certified as a class action. Notwithstanding and without waiving the foregoing objections, Responding Party responds: Admitted that in 2004, 7-Eleven provided such services as maintaining documentation, memorializing the compensation, deductions and/or benefits applicable to Store Associates for a designated time period.

Request for Admission No. 68.:

Please admit that, in 2003, 7-ELEVEN PROVIDE YOU "PAYROLL SERVICES."

Response to Request for Admission No. 68:

Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible and unanswerable. Objection, vague and ambiguous as to time. Objection to the extent that it refers to the time before Plaintiff started her employment with Responding Party; premature, irrelevant, and not likely to lead to the discovery of admissible evidence in that this matter has not been certified as a class action. Notwithstanding and without waiving the foregoing objections, Responding Party responds: Admitted that in 2003, 7-Eleven provided such services as maintaining documentation, memorializing the compensation, deductions and/or benefits applicable to Store Associates for a designated time period.

Request for Admission No. 69.:

Please admit that, in 2007, 7-ELEVEN REQUIRED YOU to USE 7-ELEVEN "PAYROLL SERVICES."

Response to Request for Admission No. 69:

Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible and unanswerable. Notwithstanding and without waiving the foregoing objection, Responding Party responds: Admitted.

Request for Admission No. 70.:

Please admit that, in 2006, 7-ELEVEN REQUIRED YOU to USE 7-ELEVEN "PAYROLL SERVICES."

Response to Request for Admission No. 70:

Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible and unanswerable. Notwithstanding and without waiving the foregoing objection, Responding Party responds: Admitted.

Request for Admission No. 71.:

Please admit that, in 2005, 7-ELEVEN REQUIRED YOU to USE 7-ELEVEN "PAYROLL SERVICES."

Response to Request for Admission No. 71:

Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible and unanswerable. Notwithstanding and without waiving the foregoing objection, Responding Party responds: Admitted.

Request for Admission No. 72.:

Please admit that, in 2004, 7-ELEVEN REQUIRED YOU to USE 7-ELEVEN "PAYROLL SERVICES."

Response to Request for Admission No. 72:

Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible and unanswerable. Objection, vague and ambiguous as to time. Objection to the extent that it refers to the time before Plaintiff started her employment with Responding Party; premature, irrelevant, and not likely to lead to the discovery of admissible evidence in that this matter has not been certified as a class action. Notwithstanding and without waiving the foregoing objections, Responding Party responds: Admitted.

Request for Admission No. 73.:

Please admit that, in 2003, 7-ELEVEN REQUIRED YOU to USE 7-ELEVEN "PAYROLL SERVICES."

Response to Request for Admission No. 73:

Objection, Plaintiff has failed to attach Exhibit A, rendering this Request unintelligible and unanswerable. Objection, vague and ambiguous as to time. Objection to the extent that it refers to the time before Plaintiff started her employment with Responding Party; premature, irrelevant, and not likely to lead to the discovery of admissible evidence in that this matter has not been certified as a class action. Notwithstanding and without waiving the foregoing objections, Responding Party responds: Admitted.

Request for Admission No. 74.:

Please admit that the FRANCHISE AGREEMENT between YOU and 7-ELEVEN "obligated YOU to wear and cause YOUR employees to wear 7-ELEVEN approved apparel while working in the store."

Response to Request for Admission No. 74:

Objection; the Franchise Agreement is a legal document and the interpretation thereof calls for a legal conclusion. Objection, the Franchihse Agreement speaks for itself. Notwithstanding and without waiving the foregoing objections, Responding Party responds: Admitted.

Request for Admission No. 75.:

Please admit that 7-ELEVEN sent YOU a notification about a MEAL PERIOD POLICY. (For the purposes of these Requests for Admissions, MEAL PERIOD POLICY means the directive of 7-ELEVEN regarding providing the employees with a 30-minute off-duty and fully relieved lunch break. As a professional courtesy and not meant as a definition, MEAL PERIOD POLICY is referenced in the documents bate-stamped 179 and 180, attached herein as Exhibit "B".)

Response to Request for Admission No. 75:

Objection, Plaintiff has failed to attach Exhibit B, rendering this Request unintelligible and unanswerable. Objection, vague and ambiguous as to time. Objection to the extent that

1 it refers to the time before Plaintiff started her employment with Responding Party; premature,
 2 irrelevant, and not likely to lead to the discovery of admissible evidence in that this matter has
 3 not been certified as a class action. Notwithstanding and without waiving the foregoing
 4 objections, Responding Party responds: Admitted that 7-Eleven did send a notification about
 5 a meal period policy.

6 **Request for Admission No. 76:**

7 Please admit that the MEAL PERIOD POLICY 7-ELEVEN sent YOU included the
 8 representation that "all non-exempt (hourly) employees who work 6 hours or more in a shift
 9 must be provided with a meal period of not less than 30 minutes." (As a professional courtesy
 10 and not meant as a definition, the language "all non-exempt (hourly) employees who work 6
 11 hours or more in a shift must be provided with a meal period of not less than 30 minutes" is
 12 referenced in the documents bate-stamped 179 and 180, attached herein as Exhibit "B".)

13 **Response to Request for Admission No. 76:**

14 Objection, Plaintiff has failed to attach Exhibit B, rendering this Request unintelligible
 15 and unanswerable. Objection, vague and ambiguous as to time. Objection to the extent that
 16 it refers to the time before Plaintiff started her employment with Responding Party; premature,
 17 irrelevant, and not likely to lead to the discovery of admissible evidence in that this matter has
 18 not been certified as a class action. Notwithstanding and without waiving the foregoing
 19 objections, Responding Party responds: Admitted.

20 **Request for Admission No. 77:**

21 Please admit that 7-ELEVEN sent YOU a notification about a MEAL PERIOD POLICY in
 22 2007 that included the representation that "all non-exempt (hourly) employees who work 6
 23 hours or more in a shift must be provided with a meal period of not less than 30 minutes."
 24
 25
 26
 27
 28

Response to Request for Admission No. 77:

Objection, Plaintiff has failed to attach Exhibit B, rendering this Request unintelligible and unanswerable. Objection, vague and ambiguous as to whether "in 2007" modifies "sent" or "meal period policy." Notwithstanding and without waiving the foregoing objections, Responding Party responds: Admitted.

Request for Admission No. 78.:

Please admit that 7-ELEVEN sent YOU a notification about a MEAL PERIOD POLICY in 2006 that included the representation that "all non-exempt (hourly) employees who work 6 hours or more in a shift must be provided with a meal period of not less than 30 minutes."

Response to Request for Admission No. 78:

Objection, Plaintiff has failed to attach Exhibit B, rendering this Request unintelligible and unanswerable. Objection, vague and ambiguous as to whether "in 2006" modifies "sent" or "meal period policy." Notwithstanding and without waiving the foregoing objections, Responding Party responds: Admitted.

Request for Admission No. 79.:

Please admit that 7-ELEVEN sent YOU a notification about a MEAL PERIOD POLICY in 2005 that included the representation that "all non-exempt (hourly) employees who work 6 hours or more in a shift must be provided with a meal period of not less than 30 minutes."

Response to Request for Admission No. 79:

Objection, Plaintiff has failed to attach Exhibit B, rendering this Request unintelligible and unanswerable. Objection, vague and ambiguous as to whether "in 2005" modifies "sent" or "meal period policy." Notwithstanding and without waiving the foregoing objections, Responding Party responds: Admitted.

Request for Admission No. 80.:

Please admit that 7-ELEVEN sent YOU a notification about a MEAL PERIOD POLICY in 2004 that included the representation that "all non-exempt (hourly) employees who work 6 hours or more in a shift must be provided with a meal period of not less than 30 minutes."

Response to Request for Admission No. 80:

1 Objection to the extent that it refers to the time before Plaintiff started her employment
 2 with Responding Party; premature, irrelevant, and not likely to lead to the discovery of
 3 admissible evidence in that this matter has not been certified as a class action. Objection,
 4 Plaintiff has failed to attach Exhibit B, rendering this Request unintelligible and unanswerable.
 5 Objection, vague and ambiguous as to whether "in 2004" modifies "sent" or "meal period
 6 policy." Notwithstanding and without waiving the foregoing objections, Responding Party
 7 responds: Admitted.

8 **Request for Admission No. 81.:**

9 Please admit that 7-ELEVEN sent YOU a notification about a MEAL PERIOD POLICY in
 10 2003 that included the representation that "all non-exempt (hourly) employees who work 6
 11 hours or more in a shift must be provided with a meal period of not less than 30 minutes."

12 **Response to Request for Admission No. 81:**

13 Objection to the extent that it refers to the time before Plaintiff started her employment
 14 with Responding Party; premature, irrelevant, and not likely to lead to the discovery of
 15 admissible evidence in that this matter has not been certified as a class action. Objection,
 16 Plaintiff has failed to attach Exhibit B, rendering this Request unintelligible and unanswerable.
 17 Objection, vague and ambiguous as to whether "in 2004" modifies "sent" or "meal period
 18 policy." Notwithstanding and without waiving the foregoing objections, Responding Party
 19 responds: Admitted.

20 **Request for Admission No. 82.:**

21 Please admit that, during the year 2006, YOU were AWARE that YOU were "required
 22 to pay 1 hour of penalty pay for each meal period that the employee is not provided." As a
 23 professional courtesy and not meant as a definition, the language "required to pay 1 hour of
 24 penalty pay for each meal period that the employee is not provided" is referenced in the
 25 documents bate-stamped 179 and 180, attached herein as Exhibit "B"; AWARE means to be
 26 cognizant of, have knowledge of, and/or to be readily informed of something.)

27 ///

28 ///

1 Response to Request for Admission No. 82:

2 Admitted.

3
4 Dated: November 16, 2007

BACALSKI, OTTOSON & DUBÉ, LLP

5
6 BY:



A. Daniel Bacalski, Jr.

Paul C. Johnson, Jr.

Attorneys for Defendant, MICHAEL TUCKER

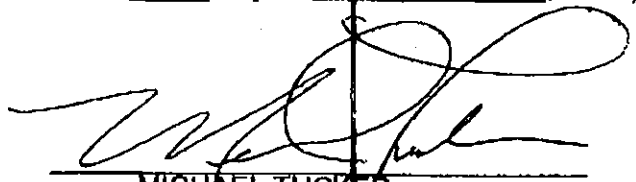
VERIFICATION

I, MICHAEL TUCKER, declare:

1. I am a Defendant in this action, and am authorized to make this Declaration on my own behalf.

2. I have read the foregoing **RESPONSES TO PLAINTIFF'S REQUESTS FOR ADMISSION, SET ONE**, and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 15 day of November, 2007, at BRAWLEY, California.



MICHAEL TUCKER